

KCMA CONTRACT
1992 - 1993

730

I N D E X

KEYPORT BOARD OF EDUCATION
P.O. BOX 80
KEYPORT, NJ 07735

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ARTICLE I

This Agreement entered into this 1st day of September 1993 by and between the Board of Education of Keyport, the Borough of Keyport, New Jersey, hereinafter called the Board, and the Keyport Custodial and Maintenance Association, hereinafter called the Association. The Association shall not be party to nor bound by any contract(s) and/or agreement(s) which have heretofore or may hereafter be entered into by the Board which are inconsistent with and/or contrary to the provisions of this Agreement.

ARTICLE II

The Board agrees to and hereby does recognize the Keyport Custodial and Maintenance Association as the sole and exclusive negotiating agent for custodial and maintenance staff for the Keyport School District exclusive of noncontractual, probationary employees.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

Grievance shall mean a complaint by an employee, that alleges as to him, that there has been a violation of the agreement or an inequitable, improper or unjust application of Board policy or administrative decision with regard to working conditions, except that the term grievance shall not apply to the following:

1. any matter wherein the Board is precluded by law from granting the relief sought.
2. any rule or regulation of the State Commissioner of Education or the State Board of Education having the force and effect of law.
3. any matter which is demonstrated by law to be exclusively within the discretion of the Board.
4. any matter for which a method of review is otherwise specifically prescribed by law, e.g., tenure and increment reviews.

Nothing in the above definition of the word grievance shall preclude more than one employee from joining with other employees in the presentation of a single grievance, provided the alleged grievance arises out of facts similar in substance and circumstances and each employee joining in the presentation of a single grievance is similarly affected.

Employee shall mean a custodial or maintenance employee within the negotiating unit.

Grievant shall mean an employee believing himself to have been or to be aggrieved.

Business Administrator shall mean the Business Administrator/ Board Secretary or such person as designated to act on his behalf.

Principal shall mean the building principal or such other person duly appointed to act as the principal in the principal's absence.

Superintendent shall mean the superintendent of schools or any staff assistant he may designate to act on his behalf.

B. Principles

1. A grievant shall institute action under the provisions hereof within ten (10) calendar days of the occurrence complained of, or within ten (10) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) day period, shall be deemed to constitute an abandonment of the grievance.

2. A grievant shall have the right to present and process his own grievance or to designate a representative to appear on his behalf.

3. Whenever the grievant designates a representative to appear on his behalf, the Board shall also have the right to designate a representative to participate other than the administrators named in the procedure that follows.

4. Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has regularly assigned duties.

5. Dismissal or 30 day notice before probationary period is over is not grievable.

C. Procedure

1. A grievant may initially discuss the matter identified as a grievance with the Business Administrator in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, Subsection 1.

2. A grievant may file a grievance in writing by presenting

the written grievance to his supervisor and forwarding copies to the superintendent and business administrator. The written grievance shall set forth:

- a. the nature of the complaint
- b. the basis of dissatisfaction
- c. remedy sought.

3. The grievant and Board Secretary/Business Administrator shall meet at a mutually agreeable time in an attempt to resolve the grievance not later than five (5) work days following the date on which the meeting was requested.

4. The Board Secretary/Business Administrator shall communicate his decision in writing to the grievant not later than ten (10) work days following their meeting.

5. If the grievance has not been resolved at step 4 of the procedure, the grievant may request a hearing with the Board or its representatives. The request shall be made in writing not later than five (5) work days following the Board Secretary/Business Administrator's decision or, if no decision has been rendered by the Board Secretary/Business Administrator within five (5) work days of the date by which the Board Secretary/Business Administrator's decision should have been rendered. Accompanying the written request the grievant shall set out in writing the basis for his dissatisfaction with the Board Secretary/Business Administrator's decision.

6. The grievant and the Board or its representatives shall meet at a mutually agreeable time in an attempt to resolve the grievance not later than ten (10) work days following the date on which the hearing was requested. The grievant may have up to three representatives present when his grievance is reviewed by the Board or its representatives.

7. The Board shall communicate its decision in writing to the grievant not later than fifteen (15) work days following the hearing.

8. Should the Association decide that based on the Board's decision, the grievance is satisfactorily adjusted, then the Board's decision shall be binding on all parties.

ARTICLE IV

ARBITRATION

A. Should the Association be dissatisfied with the decision on the grievance rendered by the Board, and if it involves the interpretation or application of any provision of this agreement, it may by a written dated notice to the Board not later than ten (10) work days following the rendering of the Board's decision, refer the grievance to binding arbitration.

B. Within fifteen (15) work days following reference to arbitration, either party shall have the right to apply to the Public Employees Relations Commission (PERC) to appoint the arbitrator. Upon such application, the appointment of the arbitrator shall be governed by the rules established by PERC.

C. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and he shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law.

2. Involving Board policy or practice under the provisions of this agreement, or under applicable law, except that he may decide in a particular case that Board policy, practice or administrative decision was disregarded or that its attempted application under any term of this agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion.

3. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

D. The arbitrator's fee will be shared equally by the parties to the dispute.

E. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action

complained of, subject, however, to the final decision on the grievance.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. There shall be, upon request of either the Board or the Association, a mutual exchange of available financial information relating to the resources of the school district and any other available information that may be helpful in resolving problems of mutual concern.

B. Should the Association request the use of a school room to transact official Association business, such request will be granted provided:

1. A written request is made to the building principal at least three days before the use of the room would occur. The Superintendent will also be informed.

2. The room is available for the date requested.

C. Should the Association request the use of a school room to transact official Association business during the evening hours, the Association must make written application for such use through the board secretary. Such requests will be handled in accordance with Board policy and in the same manner as all other requests for use of school rooms. Such requests shall not be unreasonably denied.

D. The Association may use the inter-school mail facilities and school mail boxes as it deems necessary, with approval of the building principal. The principal informs the Superintendent.

E. There shall be no discrimination against any employee on the basis of race, creed, sex, color, national origin or membership activity in the Association. The Association will represent all employees in the negotiating unit.

F. Any member of the bargaining unit who is required to attend a meeting/hearing scheduled by the superintendent, the business administrator, the Board or a committee of the Board, and who has reasonable expectations that the content of such meeting/hearing will have an adverse effect on his/her employment and/or salary shall be given prior written notice of that meeting/hearing and shall have the right to representation at that meeting/hearing.

ARTICLE VI

SALARIES AND HOURS OF WORK

A. The salaries of all custodial and maintenance employees covered by this agreement are set forth in Appendix A which is attached hereto and made part hereof.

B. 1. Custodial and maintenance staff employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.

2. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

C. 1. A work week will be forty (40) hours per week, Monday through Friday. Hours are to be assigned by a supervisor and approved by the building principal.

2. Hours worked (exclusive of Sunday) in excess of forty (40) hours in one week shall be paid at the rate of $1\frac{1}{2}$ times the hourly rate.

3. Hours worked on Sunday will be paid at the rate of two times the hourly rate.

D. Employees assigned to building check will be paid one hour's pay for each check, at $1\frac{1}{2}$ times the hourly rate.

E. A mutually agreed-upon schedule for building checks shall be established between the Association and the Business Administrator. Overtime shall be scheduled by the Business Administrator.

F. Custodial and maintenance staff employed after July 1, 1989, who have worked more than eight (8) months in a public school within one school year shall be credited with a year's experience.

ARTICLE VII

VACATIONS

A. Each twelve month employee in the negotiating unit covered by this Agreement shall be entitled to the following vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken. The maximum consecutive vacation time permissible is three weeks. Vacation to be given in yearly allotments. In the first year of employment an employee can borrow vacation days from the first 2 allotment based on the following: 1 day per month worked with a

maximum of five days. No vacation can be taken during the probationary period.

2 weeks after completion of one year.

3 weeks after completion of five years.

4 weeks after completion of ten years.

B. The number of Association members on vacation during any one week (5 day period) shall not exceed three (3), one member from each building and one maintenance person.

C. Vacation schedules for the contract year shall be established between the supervisor and Association members sixty (60) calendar days prior to the beginning of the vacation.

D. Duplicate vacation week requests and/or vacation day requests shall be granted on a seniority basis.

ARTICLE VIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. The Business Administrator will have posted in all school buildings a list of the known vacancies that occur for the following school year no later than two weeks following the time said vacancies become known.

B. An employee who desires a change in building may make a written request to the supervisor with copies to his building principal and business administrator. The Business Administrator must respond in writing to the employee's request.

C. It is understood that the assignment of personnel is a management prerogative.

1. Involuntary transfers shall be made with thirty (30) calendar days notice to the association member being transferred.

2. The duties of employees do not cease with the care of their buildings. They are subject to a temporary transfer of service when, in the judgement of the business administrator, such transfer is in the interest of increased efficiency or for the promotion of the best standards of school operation and maintenance.

ARTICLE IX

SICK LEAVE

A. All employees employed on a twelve (12) month basis shall be entitled to twelve (12) sick leave days each year. Such sick leave time shall be available as of the first official work day of the school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Sick leave is hereby defined to mean absence from an employee's post or duty because of personal disability due to illness or injury or because of exclusion from school by the school district's medical examiner on account of a contagious disease or quarantine for such a disease in the employee's immediate household.

C. The business administrator, building principal may request a physician's certificate be filed with the board secretary for any sick leave absence claimed under this Article. Requests for such certification shall be made prior to the conclusion of the day of sick leave absence.

D. In case of sick leave claimed for a period of three days or more, it is required that a physician's certificate be filed with the business administrator.

E. When absence, as set forth in Section B of this article, exceeds the annual leave and the accumulated leave, the Board may, upon written request, pay any employee with three years or more service in Keyport, one day's salary, less the salary of a substitute, for each year's service over three years but not to exceed ten (10) days in any one school year. A day's salary is defined as the daily rate in accordance with the employee's contractual salary.

F. The Board may at its discretion grant additional sick leave.

G. Any employee who has completed a minimum of ten (10) years in the Keyport School System and retires or terminates employment with the Board for any reason other than the result of charges brought by the Board, and if appealed and sustained by the Commissioner of Education, shall be paid twenty dollars (\$20.00) per day for all accumulated sick days for all employees, with a cap of two hundred (200) days on all employees hired after June 30, 1989.

It is understood that this is not to be considered a death benefit and will not be paid to the heirs of those persons whose death occurs during the course of their employment with the Board of Education.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

As of the beginning of the school year, employees shall be entitled to the following temporary, nonaccumulative leaves of absence with full pay each school year:

A. Two days leave of absence for personal business requiring absence during school hours shall be granted. The following guidelines shall be followed for use of these days.

1. The granting of personal leave shall be limited to three association members on any given day, one from each building and one maintenance person.

2. Application for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies). The applicant for such leave shall only be required to state "personal day".

3. Unused personal days shall be added to accumulated sick leave at the end of each school year and shall be treated as sick leave.

4. Personal leave shall not be granted before or after holidays, nor shall it be granted to extend a vacation period.

B. Time necessary for appearance in any legal proceeding which arises out of or in the course of the employee's employment (except for appearance involving the processing of an employee's Workmen's Compensation claim) or in any other legal proceeding if the employee is required by subpoena to attend and is not a party to a suit. If an employee is a party to a suit which does not arise out of or in the course of his employment, absence from school in that connection shall be without pay.

C. Up to three days at any one time in the event of death of a member of the employee's immediate family. "Immediate family" shall be defined to be limited to the following: spouse, child, parent, grandparent, brother, sister, mother-in-law and father-in-law. "Immediate family" shall also include any other member of the employees family provided said member was permanently living within the employee's household at the time of his death.

D. Up to a maximum of three (3) days during the school year for serious illness of an employee's spouse, child or parent, as well

as any other member of the employee's family living within the employee's household. At the request of the Business Administrator the employee shall present a physician's certificate in connection with request for time off under this section.

E. Other leaves of absence with pay may be granted by the Board for good reason.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

A. 1. An employee shall notify the Business Administrator of her pregnancy as soon as it is medically confirmed. Said employee may request a maternity leave without pay and said leave shall be granted in accordance with the statute and rules and regulations of the State Board of Education.

2. Any employee adopting an infant child may receive similar leave which shall commence upon his/her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

B. A leave of absence without pay of up to one year shall be granted to an employee for the purpose of caring for a sick member of the employee's immediate family as defined in Article X.

C. Other leaves of absence without pay may be granted to employees by the Board for good reason.

D. 1. An employee shall not receive increment credit for time spent on a leave granted pursuant to this Article.

2. All benefits to which an employee was entitled at the time leave of absence commenced, including unused accumulated sick leave, shall be restored upon return to employment, and said employee shall be assigned to the same position which he/she held at the time said leave commenced, if available or, if not, to a substantially equivalent position as determined by the Business Administrator.

E. All extensions or renewals of leaves shall be applied for in writing and if granted, permission shall be in writing.

ARTICLE XII

NEGOTIATION OF SUCCESSOR AGREEMENT

The Association agrees, providing it still represents the majority of the contractual employees in the bargaining unit, to present all proposals regarding terms and conditions of employment in connection with the successor agreement to the Board on or before the 15th day of October. The Board agrees that it shall present its counter-proposals and proposals on new contract terms no later than the last day of October.

ARTICLE XIII

INSURANCE PROTECTION

A. The Board shall pay the cost of Hospital Service Plan of New Jersey (Blue Cross), Medical-Surgical Plan (Blue Shield), and Medical-Surgical Plan Rider J for all employees and, where requested, for family coverage. The Board shall also pay the full cost of the following:

1. Connecticut General Major Medical Insurance Coverage for the family of staff members
2. full family membership in the dental plan
3. full family membership with the prescription drug plan with a \$3.00 copay.

Such coverage shall commence only after the individual staff member makes application and then in accordance with the provisions of Paragraph B of this Article.

B. The administration of the above named coverage shall be controlled by the rules and regulations of such plans and the Board shall be in no way held responsible for the application of these rules and regulations.

ARTICLE XIV

DEDUCTIONS FROM SALARY

The Board agrees to deduct from the salaries of its employees dues for the New Jersey Education Association, or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15. 9e) and under the rules established by the State Department of Education. Said monies together with records of

Department of Education. Said monies together with records of any corrections shall be transmitted to the New Jersey Education Association headquarters by the 15th of each month following the monthly pay period in which deductions were made. Employee authorizations shall be in writing.

ARTICLE XV

SAVINGS CLAUSE

Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, or by any order of any administrative agency, state or federal, the remainder of this Agreement, or the application of any such provision to such persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ARTICLE XVI

UNIFORMS

A. The Board will provide each employee with three (3) uniforms and one (1) pair of shoes per year. The Board will specify the uniform and shoes to be purchased and will assume the cost of the purchase. The uniforms are to be laundered and maintained by the employee. The uniform and shoes are to be worn on the job.

B. The Board will provide rain suits as follows:

1. six (6) at Keyport High School
2. six (6) at Keyport Central School

This equipment will be kept in the building for use in the performance of assigned duties.

ARTICLE XVII

BUILDING COVERAGE

Additional personnel, not to exceed two (2) per event, may be brought in for building coverage for after-school events when, in the opinion of the building principal, it is necessary. It is understood that final authority for determining what building coverage is necessary rests with the building principal.

ARTICLE XVIII

SPECIAL HOLIDAYS

A. The following holidays are granted with pay:

- | | |
|---------------------------|----------------------|
| *1. New Year's Day | *6. Independence Day |
| 2. Martin Luther King Day | 7. Labor Day |
| 3. Presidents' Day | 8. Thanksgiving Day |
| 4. Good Friday | *9. Christmas Day |
| 5. Memorial Day | 10. Veterans Day |

*If holiday noted falls on a Saturday the employee will get Friday before the holiday. If the holiday noted falls on a Sunday the employee will receive the Monday after the holiday.

B. Should any of the following days fall between Monday and Friday and school is closed for students and staff. These days will be considered holidays and granted with pay.

Column 1

Column 2

Lincoln's Birthday	Columbus Day
Friday before Presidents' day	Election Day
Washington's Birthday	

(If 2 of the days listed in column 1 fall on the same day it will be considered 1 holiday).

C. Three additional holidays will be granted with pay:

One day during spring recess
One day during winter recess
Thanksgiving Friday.

ARTICLE XIX

REPRESENTATION FEE

A. Purpose of Fee - If an employee does not become a member of the Association during any membership year (i.e., from September 1 to August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of fee

1. Notification - Prior to the beginning of each membership

year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum - In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, that amount of the representation fee automatically will be increased to the maximum, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification - Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, (in accordance with paragraph 2 below), the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule - The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid; (a) ten (10) days after receipt of the aforesaid list by the Board, or (b) thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position, whichever is later.

3. Termination of Employment - If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics - Except as otherwise provided in this

Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes - The Association will notify the Board in writing, of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Board received said notice.

6. New employees - On or about the last day of each month beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty day period. The list will include names, job titles and dates of employment for all such employees.

D. Indemnification and Save Harmless Provision

1. Liability - The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

a. the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

b. if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense. .

2. Exception - It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE XX

FINAL SETTLEMENT

This agreement represents and incorporates the complete and final understanding and settlement by the parties. This shall not be in any way construed as to deny the rights of employees as granted pursuant to statute. During the terms of this agreement, neither party will be required to negotiate with respect to any matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXI

DURATION OF AGREEMENT

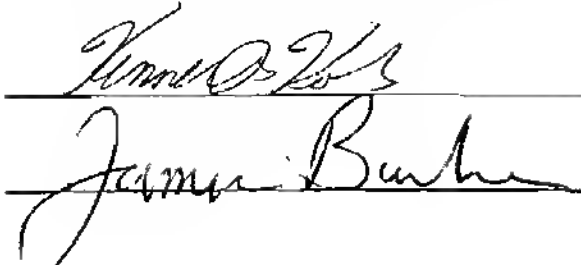
This agreement shall be effective as of July 1, 1992, and all of the foregoing terms shall remain in full force and effect until June 30, 1993.

Both parties have agreed to the fact finding report with the exception of a just cause clause and annual evaluation. These items have been dropped for this contract merely because they have been rendered moot by the passage of time and the inability to currently implement them. The rejection should not be interpreted as a comment on behalf of or against the proposals by either party.

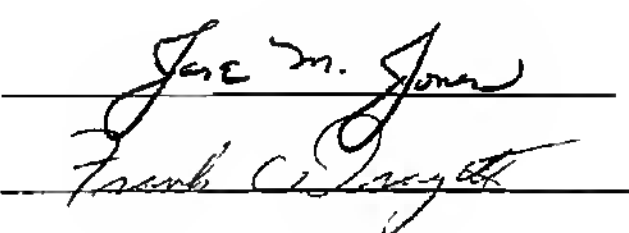
It is understood that this memorandum of agreement and attached salary guides represent agreed upon changes in the contract by the negotiating committees. All other Articles will remain in effect as currently stated in the contract.

It is further understood that this memorandum of agreement and attached salary guide will not be in full force and effect until such time as the Keyport Custodians and Maintenance Association and the Keyport Board of Education ratify the memorandum.

KEYPORT CUSTODIAN AND MAINTENANCE
ASSOCIATION



KEYPORT BOARD
OF EDUCATION



CUSTODIAN/MAINTENANCE SALARY GUIDE

STEP	1992-1993
1	19,810
2	21,335
3	21,835
4	22,335
5	22,935
6	23,115
7	23,835
8	24,285
9	24,735
10	25,185
11	25,635
12	26,085
13	26,335
14	26,385
15	26,535
16	26,685
17	26,885
18	27,085
19	27,285
20	27,485
21	28,285
22	28,350
23	28,415
24	28,480
25	28,545
26	28,610
27	28,675
28	28,740
29	28,805
30	28,870

EXTRA COMPENSATION AS FOLLOWS

FIREMAN'S LICENSE	\$ 500.00
HEAD CUSTODIAN	1300.00
MAINTENACE	800.00
PESTICIDE LICENSE	500.00
LONGEVITY 10 YEARS	250.00
LONGEVITY 20 YEARS	450.00
LONEVITY 30 YEARS	650.00

PAYMENT FOR ACCUMULATED SICK DAYS AS PER
SCHEDULE IN CONTRACT.

RENEWAL OF LICENSES TO BE PAID FOR THE BY
THE BOARD OF EDUCATION.

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